



Agreement for Professional Services between Great Basin Engineering, and Client

Preliminary Provisions

Date

This Agreement is made as of August 8, 2022, between the Client and Landscape Architect for Landscape Architectural Services as provided herein.

Client

Client Name: Tooele County
Client Address: 47 South Main
Tooele, UT 84074
Project Owner: Tooele County
Relationship to
Project Owner: Self

Landscape Architect

Great Basin Engineering, Inc.
5746 South 1475 East
Ogden, Utah 84403

Project

Project Name: Landscape Redesign
Project Address: 47 South Main Street
Type of Project Redesign of existing landscape
areas.

Compensation

Compensation for Scope of Services
(1.1) shall be: \$38,000.00

Article 1 Landscape Architectural Services

1.1 Scope of Services

A. Scope of services are outlined in the attached proposal.

D. Completion Date

The completion date for the Landscape Architect services shall be determined at a later date as construction administration services will continue through construction.

1.2 Additional Services

Additional services are beyond the scope of the basic Scope of Services (1.1). Great Basin Engineering, Inc. will perform additional services only when requested in writing and with a written agreement of additional compensation. Additional services include but are not limited to:

Additional landscape areas	Location of easements
Additional irrigation areas	Location of lot lines
Elevation / Section drawings	
Illustrative plans	
Photo simulations	
Selecting plant material at nursery	
Site Survey	

1.3 Excluded Services

Excluded services are not part of the basic scope of services (1.1) or the additional scope of services (1.2) and are the responsibility of others. Excluded services include but are not limited to:

Geotechnical investigation

1.4 Standard of Care

Great Basin Engineering, Inc. agrees to provide professional services in accordance with generally accepted standards of the profession of landscape architecture.

Article 2 Client's Responsibilities

The client shall provide site information, jurisdictional requirements, and budget parameters. Great Basin Engineering, Inc. is entitled to rely on the accuracy and completeness of information provided by the Client.

Article 3 Ownership of Documents

Great Basin Engineering, Inc. shall be the author and owner of all documents produced for this project. The Client is granted nonexclusive license to reproduce the project documents solely for the construction and use of the project.

Article 4 Great Basin Engineering Inc. Compensation

4.1 Compensation for Scope of Services

Compensation for the Scope of Services (1.1) shall be the sum indicated in the Preliminary Provisions.

4.2 Compensation for Additional Services

Additional Services, when requested in writing by the Client, shall entail additional compensation to be determined on an hourly basis or on the basis of a negotiated fee. It is anticipated that project documents will be produced and delivered in an electronic format. Printed copies will produced only at the client's request. Client may request up to two printed copies without incurring additional fees.

4.3 Payments

Bills will be sent at the end of each month for services performed during that month.

4.4 Overdue Payments

Any invoiced amounts unpaid 60 days after the invoice date shall be deemed overdue and shall accrue 1% interest per month. If Landscape Architect retains an attorney to assist in collecting any unpaid invoice, Client shall be responsible for all legal fees and costs incurred by Great Basin Engineering in collecting the unpaid invoice.

Article 5 Indemnification

Client agrees to indemnify, defend and hold Great Basin Engineering Inc. harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such

damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

Article 6 Dispute Resolution

If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days and the amount in dispute is above \$2,000, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

Article 7 Complete Agreement

This Agreement represents the entire understanding between the Client and Great Basin Engineering Inc. and supersedes all prior negotiations, representations, or agreements, whether written or oral. This agreement may be amended only in writing and must be signed by the Client and Great Basin Engineering Inc.

Client

Great Basin Engineering, Inc.

By: James A Welch _____

By: _____

Date: Aug 16, 2022 _____

Date: _____

Colin Winchester 08/10/2022

Signature: Colin Winchester 08/10/2022
Colin Winchester 08/10/2022 (Aug 10, 2022 13:02 MDT)

Email: colin.winchester@tooeleco.org

Signature: James A Welch
James A Welch (Aug 16, 2022 12:09 MDT)

Email: andy.welch@tooeleco.org











Tooele Landscape Redesign Agreement

Final Audit Report

2022-08-16

Created:	2022-08-10
By:	Cylee Pressley (cylee.pressley@tooeleco.org)
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"Tooele Landscape Redesign Agreement" History

-  Document created by Cylee Pressley (cylee.pressley@tooeleco.org)
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-  Document emailed to colin.winchester@tooeleco.org for signature
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-  Email viewed by colin.winchester@tooeleco.org
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-  Signer colin.winchester@tooeleco.org entered name at signing as Colin Winchester 08/10/2022
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-  Document e-signed by Colin Winchester 08/10/2022 (colin.winchester@tooeleco.org)
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-  Document emailed to andy.welch@tooeleco.org for signature
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-  Email viewed by andy.welch@tooeleco.org
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-  Signer andy.welch@tooeleco.org entered name at signing as James A Welch
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-  Document e-signed by James A Welch (andy.welch@tooeleco.org)
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-  Agreement completed.
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Tooele County Council Agenda Item Summary

Department Making Request:

Parks & Recreation

Meeting Date:

September 6, 2022

*Ratification***Mark Options That Apply:** **Grant**
1 time **Contract**
1 yr. or less **Purchase**

Exp date: _____

 Grant
With County Match **Contract**
More than 1 yr.

Exp date: _____

Budget Impact: **In Budget** **Over Budget****Amount of Contract, Service, Grant:** \$ 38,000**Item Title:** Landscape Redesign*Please answer the who? what? when? why?*

Through a competitive bid with State Purchasing, Great Basin was the lowest responsive bidder. The contract is for redesigning of the landscape around the administration building and EOC. The designs will be engineered and ready for construction bidding in a phased approach. The redesign is to make the landscaping water-wise.

List who needs copies when approved: